

STATE OF RHODE ISLAND
NEWPORT, SC.

SUPERIOR COURT DEPT.

BHK REALTY, INC.,)	
THE BODHI SPA and)	
MEDIA PRO INTERNATIONAL)	
<i>(Class Representatives)</i>)	
<i>Plaintiffs</i>)	
vs.)	
)	C.A. NO.:
ENBRIDGE, INC. and)	
NATIONAL GRID USA)	
<i>Defendants</i>)	
)	

CLASS ACTION COMPLAINT
(BUSINESSES)

Now come the above Plaintiffs and are the representative class members and allege and state the following cause of action:

PARTIES

1. That the Plaintiff, BHK Realty, Inc., is a domestic limited liability Company authorized to do business and doing business in the State of Rhode Island with a usual place of business located at 536 Thames Street, Newport, Rhode Island 02840.
2. That the Plaintiff, The Bodhi Spa, is a domestic limited liability Company authorized to do business and doing business in the State of Rhode Island with a usual place of business located at 654 Thames Street, Newport, Rhode Island 02840.
3. That the Plaintiff, Media Pro International, is a domestic limited liability Company authorized to do business and doing business in the State of Rhode Island with a usual place of business located at 41 Memorial Boulevard, Newport, Rhode Island 02840.
4. That the Defendant, Enbridge, Inc., is a foreign corporation, with a principal place of business located at 1100 Louisiana Street, Suite 3300, Houston, Texas 77002 and currently transmits natural gas through its network of transmission lines throughout the United States including Massachusetts and Rhode Island.
5. That the Defendant, National Grid USA, is a Delaware corporation, doing business in the State of Rhode Island with a place of business located at 121 Terminal Road, Providence, Rhode Island.

6. The Plaintiffs' cause of action arises from the Defendants: (a) the distribution of natural gas in the State of Rhode Island; (b) contracting to supply and/or sell goods in the State of Rhode Island; (c) doing or causing a tortious act to be done within the State of Rhode Island; and/or (d) causing the consequence of a tortious act to occur within the State of Rhode Island.

CLASS ACTION

7. That the class is so numerous and is in excess of 800 businesses that joinder of all members is impracticable;
8. That there are questions of law or fact common to the class;
9. The claims or defenses of the representative parties are typical of the claims or defenses of the class; and
10. The representative parties will fairly and adequately protect the interests of the class.

FACTS

11. Natural gas pipeline systems provide consumers with natural gas. There are essentially three major types of pipelines along the transportation route: gathering systems, transmission systems, and distribution systems. Gathering pipeline systems gather raw natural gas from production wells. Transmission pipeline systems owned and operated by Enbridge transport natural gas from its facilities in Texas and Louisiana across many parts of the continental United States including Massachusetts and Rhode Island. Except for gas service lines, the pipe used in natural gas pipeline systems can range in size from 2 inches to 42 inches in diameter; gas service lines are generally from $\frac{1}{2}$ inch to 2 inches in diameter. Natural gas gathering and transmission pipeline systems are constructed from steel pipe. However, natural gas distribution systems have been constructed from many different materials including cast iron, steel, cooper, and plastic pipe. Plastic pipe is most commonly installed today for gas distribution systems by National Grid. Natural gas pipeline systems are owned and operated by Enbridge and National Grid. The location, construction and operation of these systems are regulated by the Department of Transportation Pipeline and Hazardous Materials Safety Administration CFR Title 49(b)§ Chapter 1 Subchapter D-Pipeline Safety Sections 186, et seq.
12. The code of federal regulations specifies the minimum safety standards with respect to the construction, repair, maintenance of pipelines and control valves in the natural gas pipeline system.
13. On January 21, 2019, a natural-gas outage affected more than 7,100 customers and 800 businesses in Middletown and Newport.

14. The Defendants, National Grid and Enbridge, Inc., distribute natural gas in Rhode Island, has a metering station in North Weymouth, Massachusetts that transports gas from the transmission lines owned by the Defendant, Enbridge, Inc., and sends it out to National Grid customers through its network of pipes.
15. The natural-gas outage on Aquidneck Island originated in a faulty valve that froze located at the Defendants metering station located in North Weymouth, Massachusetts.
16. The metering station is where two major transmission pipelines that supply gas to New England meet up. The valve regulating the flow of natural gas froze causing system pressure to drop precipitously in parts of Middletown and Newport.
17. That as a result of the precipitous pressure drop the gas transmission lines were closed resulting in the loss of natural gas to parts of Middletown and Newport, Rhode Island, causing the class Plaintiffs to lose heat, hot water and other gas operated devices to their businesses.
18. That the Defendants knew or should have known about the safety concerns including valve freezing as this is not the first time that there had been a problem with the National Grid/Enbridge gas transmission system in the region. In January 2017, a 1 inch relief valve at the National Grid/Enbridge metering station in North Weymouth, Massachusetts froze and released gas into the air. The Defendants admitted that it does not monitor small valves of the type that failed.
19. In addition, in March 2017, a high pressure gas main in Providence that an Enbridge contractor was working on decoupled and leaked gas into the surrounding area causing Route 195 to be closed for several hours before it could be repaired.

COUNT I
(NEGLIGENCE)

20. Plaintiffs reallege the allegations contained in Paragraphs 1 through 19 of the Complaint, and by reference, makes them part of this Count.
21. It was the duty of the defendant corporations to use and exercise reasonable and due care in the distribution, testing, inspection, production and sale of their natural gas products.
22. It was also the duty of the defendant corporations to provide natural gas products at a safe pressure. Defendants were well aware of the devastation that could result from under pressurized gas lines. It has been reported that on the day of the gas outage, the lines were under pressurized due to a frozen valve. This unsafe pressure was the direct result of Defendants' failure to reasonably inspect, repair, maintain and update and monitor their gas transmission lines. This failure resulted in a breach of Defendants' duty of reasonable care to Plaintiffs, thereby causing the natural-gas outage.

23. The Defendants knew, or with the reasonable exercise of care, should have known of the dangerous characteristics, properties, and potentialities of valve failure gas lines but failed to take reasonable preventive measures to avoid this catastrophe.

WHEREFORE, the Plaintiffs demand compensatory lost income, property damage and other damages that the Court deems meet and proper plus interest and costs.

COUNT II
BREACH OF EXPRESSED AND IMPLIED WARRANTIES

24. Plaintiffs reallege the allegations contained in Paragraphs 1 through 23 of the Complaint, and by reference, makes them part of this Count.
25. The Plaintiffs were persons whom the Defendants could reasonably have expected to use, consume, or be affected by the Defendants' gas products.
26. The Defendants expressly and implied warrant3ed that the gas products described above were merchantable, safe, and fit for their ordinary and the particular purposes and requirements of the Plaintiffs.
27. The Defendants had reasons to know of the particular purposes for which their gas products would be used.
28. The Plaintiffs relied upon the Defendants' skill and judgment in selecting suitable gas products and providing a safe mechanism for the distribution of the nature gas products.
29. The Defendants breached these warranties, in that the gas products that were sold were not merchantable, safe, suitable, or fit for their ordinary or particular purposes.
30. As a direct and proximate result of the Defendants' breach of warranties, the Plaintiffs suffered a loss of their home and business, as a result of which the Plaintiffs incurred medical expenses, incurred great mental anguish and suffering, and suffered an impairment in their enjoyment of life, which damages are continuing in nature.

WHEREFORE, the Plaintiffs demand compensatory lost income, property damage and other damages that the Court deems meet and proper plus interest and costs.

COUNT III
RES IPSA LOQUITOR

31. Plaintiffs reallege the allegations contained in Paragraphs 1 through 30 of the Complaint, and by reference, makes them part of this Count.
32. Plaintiffs allege that the doctrine of *res ipsa loquitur* applies in this matter and that a rebuttable presumption that the Defendants were negligent exists. The instrumentality causing the injury and damages was in the Defendants exclusive control. At all times relevant to this Complaint, Defendants maintained the gas transmission system that created the under-pressure and the resulting natural gas outage. Further, the incident which occurred was one that ordinarily does not happen in the absence of negligence. Therefore, Plaintiffs plead that the jury herein may draw the legal inference of negligence in this instance.

WHEREFORE, the Plaintiffs demand compensatory lost income, property damage and other damages that the Court deems meet and proper plus interest and costs.

PLAINTIFFS DEMAND A TRIAL BY JURY ON ALL ISSUES

Plaintiffs,
By their Attorneys,
BRIAN CUNHA & ASSOCIATES, P.C.

/s/ *Brian R. Cunha*

Brian R. Cunha, Esq.
311 Pine Street
Fall River, MA 02720
Tel: (508) 675-9500
Fax: (508) 679-6360
R.I.#4074

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